FOREST DEPARTMENT.

OFFICE OF THE CHIEF CONSERVATOR OF FORESTS IN MYSORE, BANGALORE.

*Notification No. D*1—63-981—39-40, *dated* 15*th April* 1940.

It is hereby notified for the general information that the exclusive right of collecting the Minor Forest Produce on all Government unoccupied lands, Amrit Mahal Kavals, State Forests, reserved Lands and Plantations for two years from 1st July 1940 to 30th June 1942 will be sold talukwar by public auction on the dates and at the places specified below :—

Taluk comprised	Place of sale	Date of sale	Officer conducting the sale
MYSORE AND MANDYA DISTRICTS.			
1. Mysore	District Forest Office, Mysore	13th May 1940	District Forest Officer
2. Heggaddevankote	Do do	Do	Do
3. Hunsur	Do do	Do	Do
4. Periyapatna Sub-Taluk	Do do	Do	Do
5. Krishnarajnagar	Do do	Do	Do
6. Krishnarajapete	Do do	Do	Do
7. Nagamangala	Do do	Do	Do
8. Mandya	Do do	Do	Do
9. Maddur	Do do	Do	Do
10. Malvalli	Do do	Do	Do
11. Seringapatam	Do do	Do	Do
12. Nanjangud	Do do	Do	Do
13. Gundlupet	Do do	Do	Do
14. Chamarajnagar	Do do	Do	Do
15. T.-Narsipur	Do do	Do	Do
16. French-Rocks	Do do	Do	Do
BANGALORE DISTRICT.			
1. Bangalore	District Forest Office, Bangalore	15th May 1940	District Forest Officer
2. Hoskote	Do do	Do	Do
3. Devanhalli	Do do	Do	Do
4. Dodballapur	Do do	Do	Do
5. Kankanhalli	Do do	Do	Do
6. Magadi	Do do	Do	Do
7. Anekal	Do do	Do	Do
8. Chennapatna	Do do	Do	Do
9. Nelamangala	Do do	Do	Do
10. Closepet	Do do	Do	Do
KOLAR DISTRICT.			
1. Chintamani	Dstrict Forest Office, Kolar	17th May 1940	District Forest Officer
2. Goribidnur	Do do	Do	Do
3. Chikballapur	Do do	Do	Do
4. Bowringpet	Do do	Do	Do
5. Malur	Do do	Do	Do
6. Kolar	Do do	Do	Do
7. Srinivaspur	Do do	Do	Do
8. Mulbagal	Do do	Do	Do
9. Bagepalli	Do do	Do	Do
10. Gudibanda Sub-Taluk	Do do	Do	Do
11. Sidlaghatta	Do do	Do	Do
TUMKUR DISTRICT.			
1. Tumkur	District Forest Office, Tumkur	20th May 1940	District Forest Officer
2. Madhugiri	Do do	Do	Do
3. Pavagada	Do do	Do	Do
4. Sira	Do do	Do	Do
5. Chiknayakanhalli	Do do	Do	Do
6. Tiptur	Do do	Do	Do
7. Gubbi	Do do	Do	Do
8. Kunigal	Do do	Do	Do
9. Kortagere	Do do	Do	Do
10. Turuvekere Sub-Taluk	Do do	Do	Do
CHITALDRUG DISTRICT.			
1. Molakalmuru	District Forest Office, Chitaldrug	22nd May 1940	District Forest Officer
2. Hiriyur	Do do	Do	Do
3. Hosdurga	Do do	Do	Do
4 Chitaldrug	Do do	Do	Do
5. Challakere	Do do	Do	Do
6. Jagalur	Do do	Do	Do
7. Holalkere	Do do	Do	Do
8. Davangere	Do do	Do	Do
9. Harihar Sub-Taluk	Do do	Do	Do

Taluk comprised	Place of sale	Date of sale	Officer conducting the sale
SHIMOGA DISTRICT.			
1. Shimoga	District Forest Office, Shimoga	24th May 1940	District Forest Officer
2. Kumsi Sub-Taluk	Do do	Do	Do
3. Chanagiri	Do do	Do	Do
4. Sagar	Do do	Do	Do
5. Sorab	Do do	Do	Do
6. Tirthahalli	Do do	Do	Do
7. Nagar	Do do	Do	Do
8. Shikarpur	Do do	Do	Do
9. Honnali	Do do	Do	Do
KADUR DISTRICT.			
1. Mudgere	District Forest Office, Chikmagalur.	27th May 1940	District Forest Officer
2. Chikmagalur	Do do	Do	Do
3. Kadur	Do do	Do	Do
4. Narasimharajpur	Do do	Do	Do
5. Koppa	Do do	Do	Do
6. Tarikere	Do do	Do	Do
HASSAN DISTRICT.			
1. Hassan	District Forest Office, Hassan.	29th May 1940	District Forest Officer
2. Channarayapatna	Do do	Do	Do
3. Hole-Narsipur	Do do	Do	Do
4. Arkalgud	Do do	Do	Do
5. Belur	Do do	Do	Do
6. Manjarabad	Do do	Do	Do
7. Arsikere	Do do	Do	Do
8. Alur Sub-Taluk	Do do	Do	Do

Remarks.—(1) Six tamarind trees for the use of Kolipalya and other adjacent villages and one tamarind tree for Doddegowdanapalya villagers numbered by the Department a fortnight before the sale are reserved in Chamarajnagar State Forest.

(2) Excludes the produce of Inam, Jodi, Kayamgutta, Sarvamanya, Kandayam, Kunigal Stud Farm lands and other lands which are in the occupancy of private individuals as well as Village "Amarayi" which is sold separately by the Amildar in the Revenue Department.

Village Amarayi consists of the following ten kinds of produce found in the assessed waste, gomal, kharab lands gavatana and other lands set apart for communal purposes :—

(1) Hunse, (2) Mavu, (3) Seege, (4) Cocoanut, (5) Hippe, (6) Neralu, (7) Halasu, (8) Jali (9) Honge seeds and leaves and (10) Byala.

N.B.—(*a*) The Government will not make any extra demand for lands resigned from occupation and the lessee shal not be entitled to any rebate on account of lands taken for cultivation during the currency of the lease.

(*b*) Excludes the produce of Kaniyanur Block and Bandipur State Forest in the Mysore District.

(*c*) Excludes the produce of the Forest Village areas in the Bangalore District.

2. The lessee shall not interfere with any Forest operation such as planting, sowing, thinning and felling, etc., that the Forest Department may wish to conduct in the leased area. Should any damage be caused to Minor Forest Produce by such operations he shall not be entitled to any compensation.

Description of produce.

Tamarind fruit	Kan cardamom	Chilladabija
Seege kayi	Masani buds	Chagachebija
Gum	Halmaddi	Guggala
Honey	Hulgal seeds	Neem seeds
Bees-wax	Chinnamon seeds	Cashewnut
Kapilarang	Vatehuli	Pappalich kke
Gerubija or marking nut	Bende fibre	Hippe seeds
Wood apple	Wild olive	Mango fruits
Lichens	Silk cotton	Kalluhuvu
Maradipoppu or charpoppu	Kirchal (State Forest)	Makliberu (State Forest)
Horns	Bendu (do)	Sogadeberu (do)
Hides	Linseed	Kakkekayi
Tarikayi	Bolar bark	Somechekke
Kanchagache	Pot stone	Lebi fruit
Gallnut	Rampatre or kanpatre	Inglara
Antavaladakai	Jungle saffron	Nili seeds
Guricharlu	Patanga	Nux-vomica
Wild castor seeds (State Fts.)	Bones	
Kan pepper	Maddi	

Remarks.—The following produce in the localities mentioned below are excluded from the list of produce detailed above, as they will be sold as independent items :—

1.	Tumkur District	.. Seethapal, Nux-vomica and Dividivi of Plantations.
2.	Bangalore District	.. Marady seeds, Nux-vomica, Mango and Nerlu crop of Jarakabande Kaval in Bangalore Range and Dividivi of Plantations.
3.	Shimoga District	.. Quarrying Balapa stones in Kavaledurga Forest, Tirthahalli Taluk; subject to the condition that quarrying should not be done in the vicinity of the Fort and the temple.
4.	Hassan District	.. Alale.
5.	Chitaldrug District	.. Tamarind.
6.	Sagar Division	.. Nux-vomica, gallnut, wax.
7.	Kolar District	.. Tamarind, Seethapal and Marady seeds in the State Forests. Tamarind in the plantations of Kolar District with the exception of two plantations reserved for Departmental Working will be sold as a separate item during October or November 1941 when Amarayi Sales are usually held by the Revenue Department.
8.	Mysore District	.. Cashewnut and Mango crop of Talakad.

2. The auction will commence at 2 P.M., and if it is not concluded on the same day, it will be continued on the next following day at the same hour.

3. Defaulters on account of previous leases will not be permitted to bid.

4. No person will be allowed to bid unless he (i) produces a certificate from the Amildar of the taluk in which he resides in regard to his solvency and its extent or an exchange certificate as provided in clause 5, and (ii) deposits also with the officer holding the sale a sum of Rs. 200 which must be in the form of Cash or Currency Notes.

Note.—In the case of Taluk where the Minor Forest Produce Revenue may not fetch more than Rs. 200, a sum of Rs. 50 only should be deposited with the sale conducting officer.

5. "Bidders who are not residents of Mysore State and who do not possess unencumbered property in Mysore State at least to the extent of the estimated value of the lease unit for which they intend bidding, should, before they are allowed to bid; either deposit with the officer conducting the sale half the estimated amount of the lease, to the nearest hundred rupees, as earnest money or they should produce a local surety fully solvent to the extent of the highest bid likely to be had at the conclusion of the sale. The bond to be taken from the surety should be on a stamp paper, the stamp payable being governed by the provisions of the Stamp Act. In cases where the foreign bidders deposit half the estimated amount of the lease, the usual deposit of Rs. 200 is unnecessary, and in cases where they produce a local surety the usual deposit of Rs. 200 should also be recovered from them. In the former case the remaining amount of the lease must be paid, before the expiry of half the period covered by the lease, in two equal quarterly instalments, when the lease is for one year, and in two equal half yearly instalments, when the lease is for two years."

6. The highest bidder shall deliver his solvency certificate to the officer conducting the sale and get in exchange, if he so desires, a certificate signed by the latter which will be a sufficient authority for him to bid at auction sale in any one of the remaining divisions. This exchange certificate shall be delivered to the officer conducting the sale in case the party named therein happens to be the highest bidder obtaining in lieu thereof, if he wishes a fresh exchange certificate for his use. The exchange certificate will contain all the particulars found in the Amildar's certificate with the details of purchase made in the sales of other divisions as well as in the one, in which the exchange certificate is sought for. The deposits of unsuccessful bidders will be returned immediately after the sale.

7. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder, subject to the confirmation of the Chief Conservator of Forests or the Conservator of Forests, Shimoga, who, at his discretion, may accept or reject the highest or any other bid, without assigning any reason therefor.

8. The successful bidders shall immediately after the close of the sale, credit into the Government Treasury, one-quarter of the total sale amount including the deposit already made together with the local, railway and other cesses, on the entire lease amount at the rates prevailing in the District. In default, the deposit will be forfeited and the right resold. Such resales will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government but will have no claim to any surplus accruing therefrom. Such losses will be recoverable as an arrear of land revenue.

9. If the sale is not confirmed by the authority concerned, all moneys paid will be refunded to the party.

10. Within fifteen days of the intimation of the confirmation of the sale, the successful bidder shall execute an agreement with one or more sureties to the satisfaction of the District Forest Officer on a stamped paper of proper value procured at his own cost, and also furnish security deposit of Rs. 500 or one-quarter of the sale amount, whichever is less, for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank Deposit.

In default either to execute the agreement with the necessary sureties or to furnish the required security or both, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in three-fourths of the original sale amount. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arisng therefrom which will be recovered as an arrear of land revenue under Section 79 of the Mysore Forest Act or any other law in force for the time being.

Note:—(i) The solvency and the respectability of the sureties should be proved to the satisfaction of the District Forest Officer and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

(ii) A sample form of the agreement may be seen at any of the District Forest Offices.

11. The balance of three-fourths of sale amount will be paid in three equal instalments as follows:—

First khist	on or before	1st February 1941.
Second	do	1st May 1941.
Third	do	1st February 1942.

In default to pay the instalments on due dates, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom, which shall be recovered as an arrear of land revenue, under Section 79 of the Mysore Forest Act, or any other law in force for the time being.

Further conditions to be entered in the agreement are:—

(*a*) The lessee, his maistries or servants shall not cut or injure any tree in any way on the plea of collecting the produce.

(*b*) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the Chief Conservator of Forests. If any sub-lessees are approved, such sub-lessees shall not further sublet it without previous sanction.

(*d*) The coolies employed by the lessee or sub-lessee must take permits from the Range Officers when they enter State Forests.

(*e*) The lessee or sub-lessee shall keep accounts showing the quantity of the produce collected and removed in accordance with the lease and permit the inspection of such accounts by any Forst Officer of and above the rank of a Ranger having jurisdiction within the area referring to the leases, and the Officers of the Revenue and the Police Department of and above the rank of an Amildar or Police Inspector, respectively.

(*f*) The lessee or sub-lessee shall render every month to the District Forest Officer, an account of the number of cart-loads of the produce collected and carted during the month.

(*g*) The lessee or sub-lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the produce under his signature. In the latter case, each cart load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer, impressed. The duplicate copies will be submitted to the Range Forest Officer, on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Forest Officer and fresh supply obtained.

Note.—(1) Forest Forms 84 and 85 shall be used.

(*h*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally. They will be liable also under the Forest Act, irrespective of any action that may be taken under the contract.

(*i*) The lessee or sub-lessee shall remove out of the limits of the taluk before the 30th June 1942, all the produce collected and stored under the terms of the lease.

(*j*) Neither the lessee nor sub-lessee, nor his employees, shall enter the State Forests either before sunrise or after sunset.

(*k*) No collection of the Minor Forest Produce will be permitted in the State Forests during the fire season, *i.e.*, from the 15th February to end of April of each year.

(*l*) The lessee or sub-lessee shall not interfere with the recognised rights of Inamdars.

(*m*) The lessee or sub-lessee has no right to the produce or trees on occupied lands and the village Amarai as detailed in para 1 above.

(*n*) No damage will be caused to the trees while collecting the Minor Forest Produce, any such damage will be assessed by the Range Forest Officer, which will be approved by the District Forest Officer. The District Forest Officer's decision in the assessment of the damages will be final. The assessed damages will be recovered from the security deposit of the lessee.

(*o*) The lessee or sub-lessee shall hold responsible himself for the acts of his agents or servants in the business of collection and transport.

(*p*) Interest will be charged at $6\frac{1}{4}$ per cent per annum on all belated payments.

12. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced at the discretion of the District Forest Officer, the Conservator of Forests, Shimoga, or the Chief Conservator of Forests, as the case may be. In the case of mere forfeiture of the deposit amount, in part or in full, the difference will be made good immediately by the contractor, and if not the lease will be cancelled and resold at the risk of the original purchaser, who will be liable for any loss which will become recoverable as an arrear of land revenue but not participate in any profits.

C. A. JABBAR,
Chief Conservator of Forests.

ENGINEERING DEPARTMENT.

MYSORE DIVISION.

Notification dated 13th April 1940.

1. Sealed tenders will be received at the Office of the Executive Engineer, Mysore Division, up to 12 NOON on 22nd April 1940, for constructing a block of Linemen's Quarters at the tapping structure near Hootagahalli Village, Mysore Taluk.

2. Tenders in the prescribed form obtainable from the Office of the Executive Engineer, Mysore Division, should be addressed to the Executive Engineer, Mysore Division, in a sealed cover and superscribed as "Tender for constructing a block of linemen's quarters at the tapping structure near Hootagahalli Village, Mysore Taluk." The name of the tenderer should also be superscribed on the top of the cover.

3. Each tender must be accompanied by a deposit of Rs. 200 (in words rupees two hundred only in cash or Government Promissory Notes or Mysore Government Bonds, duly endorsed at face value or market value whichever is less, as earnest money. The earnest money of the successful tenderer will be retained as security deposit for the due fulfilment of the contract. Such a deposit in cash will not carry any interest.

4. The tenders will be opened in the presence of such tenderers as wish to be present on 22nd April 1940 at Mysore. The final acceptance of the tender will rest with the Executive Engineer who does not bind himself to accept the lowest or any tender, or to assign any reason whatever for the rejection of any.

5. The name of the successful tenderer will be posted on the Notice Board in the Executive Engineer's office in due course. Within eight days of the acceptance of the tender, the successful tenderer will be required to execute an agreement in the Departmental Schedule Contract Form, for the due fulfilment of the contract, and for the execution of all items of work in accordance with the Bombay specifications (1931).

6. Failure to comply with the condition 5 above or to agree to carry out the work in accordance with the specifications and agreements in force will entail forfeiture of the earnest money.

7. The earnest money of rejected tenders will be returned on submission of the receipt originally granted, along with an application to the Executive Engineer.

8. Copies of contract documents, schedules and drawings may be seen at any time at the Executive Engineer's Office, Mysore, on all working days, between 11 A.M. and 5 P.M. and may be obtained from that officer on payment of Rs. 3.

9. Specific rates should be given for each item in the schedule accompanying the tender and the rates should be in rupees, annas and pies and expressed in words and figures. Tenders offering a percentage reduction on the estimate amount will be rejected.

10. Any rates or lumsump amounts for the items not called for, if tendered by the tenderer, will not be taken notice of. The rates for such items may be entered in a separate schedule with date and reasons for the same.

11. No alterations which are made by the tenderers in the tender form in the nomenclature of the items of work will be recognised and if corrections are made, the tenders are liable to rejection.